

**CHARTER
OF
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY**

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**CHARTER
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ARTICLE I

DEFINITIONS

As used herein the following terms shall have the following meanings. Terms not otherwise defined herein shall have the meaning set forth in the hereinafter defined Interlocal Agreement.

“Additional Party” means any municipal corporation, governmental agency or public entity located within King County, other than Seattle and the County, that has executed the Interlocal Agreement or an amendment to the Interlocal Agreement, or has otherwise accepted and assumed the terms of the Interlocal Agreement from time to time.

“Advisory Committee” means the committee created by the Governing Board to serve in an advisory capacity to the Governing Board as set forth herein.

“Authority” means the King County Regional Homelessness Authority chartered by the County pursuant to the Enabling Ordinance and this Charter.

“Bylaws” mean the Bylaws of the Authority, as they may be amended from time to time.

“Charter” means this Charter of King County Regional Homelessness Authority, as it may be amended from time to time.

“County” means King County, a municipal corporation organized under the laws and statutes of the State.

“County Council” means the legislative authority of the County.

“County Executive” means the King County Executive.

“Customers” means individuals and families experiencing homelessness or who are at imminent risk of experiencing homelessness.

“Enabling Ordinance” means County Ordinance No. _____ adopted by the County Council on _____, 2019, as it may be amended from time to time.

“Executive Director” means the Executive Director or similar office filled by appointment of the Governing Board as provided herein.

“Five-Year Plan” means the five-year implementation plan developed by the Authority, approved by the Governing Board, and confirmed by the Steering Committee in accordance with

the Interlocal Agreement and this Charter. The Five-Year Plan shall incorporate requirements of the Service Agreements from funders and align with the Regional Action Plan, if any, to guide the Authority's operations.

“Governing Board” means the Board of Directors of the Authority, as the same shall be duly and regularly constituted from time to time under the terms of this Charter.

“Governing Board Members” or “Members of the Governing Board” shall mean members of the Governing Board.

“Homeless Services” means shelter, day centers, hygiene facilities, housing, and related services to assist Customers.

“Interlocal Agreement” means the Interlocal Agreement for the Joint Establishment of the King County Regional Homelessness Authority, as it may be amended from time to time.

“Lived Experience” means current or past experience of housing instability or homelessness, including individuals who have accessed or sought homeless services while fleeing domestic violence and other unsafe situations.

“Party” or “Party to the Interlocal Agreement” means the County, Seattle, and any Additional Party.

“RCW” means the Revised Code of Washington.

“Regional Action Plan” or “RAP” means the plan created to identify regional resource needs and guide decision making goals.

“SCA” means the Sound Cities Association.

“Seattle” means the City of Seattle, a municipal corporation organized under the laws and statutes of the State.

“Seattle City Council” means the legislative authority of the Seattle.

“Seattle Mayor” means the Mayor of Seattle.

“State” means the State of Washington.

“Steering Committee” means the oversight committee established pursuant to this Charter.

“Steering Committee Members” or “Members of the Steering Committee” shall mean members of the Steering Committee.

“Sub-Regional Planning” means efforts to analyze and articulate local needs, priorities and solutions to address homelessness across the different areas of the County, inclusive of Seattle and north, east, south, and rural King County.

ARTICLE II

AUTHORITY FOR KING COUNTY REGIONAL HOMELESSNESS AUTHORITY

Section 1. Authority.

The name of the public corporation organized pursuant to this Charter shall be the “King County Regional Homelessness Authority” (hereinafter referred to as the “Authority”). The corporate seal of the Authority shall be a circle with the name of the Authority and the word “SEAL” inscribed therein.

The Authority is a public corporation organized pursuant to Ordinance No. _____ of King County, Washington (the “County”) adopted on _____, as existing or as hereinafter amended (the “Enabling Ordinance”), and pursuant to the Revised Code of Washington (“RCW”) 35.21.730 through 35.21.755, as the same now exist or may hereafter be amended, or any successor act or acts.

The Authority is chartered by the County in collaboration with the City of Seattle (“Seattle”) to accomplish the purposes set forth herein and in the Enabling Ordinance pursuant to the terms of the Interlocal Agreement for the Joint Establishment of the King County Regional Homelessness Authority effective as of _____, 2019 between the County and Seattle, as it may be amended and restated from time to time (the “Interlocal Agreement”).

Section 2. Limitation on Liability.

All debts, obligations and liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against the County, Seattle or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

Section 3. Mandatory Disclaimer.

The following disclaimer shall be posted in a prominent place where the public may readily see it in the Authority’s principal and other offices. It shall also be printed or stamped on all contracts and other documents that may entail any debt or liability by the Authority. Failure to display, print or stamp the statement required by this section shall not be taken as creating any liability for any entity other than the Authority.

The King County Regional Homelessness Authority (the “Authority”) is organized pursuant to Ordinance No. _____ of King County, Washington adopted on

_____, as existing or as hereinafter amended, and RCW 35.21.730 through 35.21.755. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations or liabilities of such public corporation, commission, or authority.”

ARTICLE III

DURATION OF AUTHORITY

The duration of this corporation shall be perpetual.

ARTICLE IV

PURPOSE AND SCOPE OF AUTHORITY

The purpose of the Authority is to provide a regional, independent legal entity under RCW 35.21.730-.755 and the Enabling Ordinance for the purposes of:

1. Providing consolidated, aligned services for individuals and families who are experiencing homelessness or who are at imminent risk of experiencing homelessness in the jurisdictional boundaries of King County, as the same may be revised or expanded from time to time consistent with the Five-Year Plan and principles set forth in the Interlocal Agreement;
2. Receiving revenues from the County, Seattle and other public and private sources for the purposes of the Authority, and applying such revenues as permitted by the Interlocal Agreement; and
3. Providing such other services as determined to be necessary to implement the Interlocal Agreement.

ARTICLE V

POWERS OF AUTHORITY

Except as otherwise limited by Washington State law, the Authority shall have all powers necessary or convenient to effect the purposes for which the Authority is organized and to perform authorized Authority functions, including without limitation the power to:

- 1.** Own, lease, acquire, dispose of, exchange and sell real and personal property;
- 2.** Contract for any Authority purpose with individuals, associations and corporations, municipal corporations, the County, Seattle, any city other than Seattle, any Additional Party, any agency of the State or its political subdivisions, and the State, any Indian Tribe, and the United States or any agency or department thereof;
- 3.** Provide for, carry out, and implement the provisions of the Interlocal Agreement;
- 4.** Sue and be sued in its name;
- 5.** Lend its funds, property, credit or services, borrow money, or act as a surety or guarantor for corporate purposes;
- 6.** Do anything a natural person may do;
- 7.** Perform and undertake all manner and type of community services and activities in furtherance of the carrying out of the purposes or objectives of any program or project heretofore or hereafter funded in whole or in part with funds received from the United States, state, county, or other political entity, or any agency or department thereof, or any other program or project, whether or not funded with such funds, which the Authority is authorized to undertake by Federal or Washington State law, County or Seattle ordinance, County or Seattle resolution, by agreement with the County, Seattle, or as may otherwise be authorized by the County or Seattle;
- 8.** Transfer any funds, real or personal property, property interests, or services, with or without consideration;
- 9.** Receive and administer governmental or private property, funds, goods, or services for any lawful public purpose;
- 10.** Purchase, acquire, lease, exchange, mortgage, encumber, improve, use, manage, or otherwise transfer or grant security interests in real or personal property or any interests therein; grant or acquire options on real and personal property; and contract regarding the income or receipts from real property;
- 11.** Secure financial assistance, including funds from the United States, a state, or any political subdivision or agency of either for corporate projects and activities;

- 12.** Contract for, lease, and accept transfers, gifts or loans of funds or property from the United States, a state, and any political subdivision or agency of either, including property acquired by any such governmental unit through the exercise of its power of eminent domain, and from corporations, associations, individuals or any other source, and to comply with the terms and conditions therefor;
- 13.** Manage, on behalf of the United States, a state, and any political subdivision or agency of either, any property acquired by such entity through gift, purchase, construction, lease, assignment, default, or exercise of the power of eminent domain;
- 14.** Initiate, carry out, and complete such improvements of benefit to the public consistent with this Charter as the United States, a state, and any political subdivision or agency of either may request;
- 15.** Recommend to the United States, a state, and any political subdivision or agency of any of them, such tax, financing, and security measures as the Authority may deem appropriate to maximize the public interest in the County;
- 16.** Provide advisory, consultative, training, educational, and community services or advice to individuals, associations, corporations, or governmental agencies, with or without charge;
- 17.** Control the use and disposition of corporate property, assets, and credit;
- 18.** Invest and reinvest its funds;
- 19.** Fix and collect charges for services rendered or to be rendered, and establish the consideration for property transferred;
- 20.** Maintain books and records as appropriate for the conduct of its affairs and make such books and records available as required by law and the Interlocal Agreement;
- 21.** Conduct corporate affairs, carry on its operations, and use its property as allowed by law and consistent with the Enabling Ordinance, this Charter and the Authority's Bylaws; designate agents, and engage employees, prescribing their duties, qualifications, and compensation; and secure the services of consultants for professional services, technical assistance, or advice;
- 22.** Exercise any power granted to the Authority under the Enabling Ordinance, or any other applicable ordinance, and the Interlocal Agreement, except as expressly limited by the terms of this Charter; and
- 23.** Exercise and enjoy such additional powers as may be authorized by law.

ARTICLE VI

LIMITS ON AUTHORITY POWERS

The Authority in all activities and transactions shall be limited in the following respects:

- 1.** The Authority shall have no power of eminent domain.
- 2.** The Authority may not incur or create any liability that permits recourse by any contracting party or member of the public against any assets, services, resources, or credit of the County or Seattle, unless otherwise explicitly agreed to in writing by such entity.
- 3.** No funds, assets, or property of the Authority shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall any funds or a substantial part of the activities of the Authority be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, or any state legislature or any governing body of any political entity; provided, however, that funds may be used for representatives of the Authority to communicate with governmental entities concerning funding and other matters directly affecting the Authority, so long as such activities do not constitute a substantial part of the Authority's activities and unless such activities are specifically limited in its Charter.
- 4.** All funds, assets, or credit of the Authority shall be applied toward or expended upon services, projects, and activities authorized by this Charter. No part of the net earnings of the Authority shall inure to the benefit of, or be distributable as such to, Governing Board Members, Steering Committee Board Members, officers or other private persons, except that the Authority is authorized and empowered to:
 - a.** Provide a per diem to Governing Board Members and Steering Committee Members who have experienced homelessness, and reimburse them and employees and others performing services for the Authority for reasonable expenses actually incurred in performing their duties, and compensate employees and others performing services for the Authority a reasonable amount for services rendered;
 - b.** Assist Governing Board Members, Steering Committee Members or employees as members of a general class of persons to be assisted by a corporate-approved project or activity to the same extent as other members of the class as long as no special privileges or treatment accrues to such Governing Board Members, Steering Committee Members or employees by reason of his or her status or position in the Authority;

c. To the extent permitted by law, defend and indemnify any current or former Governing Board Members, Steering Committee Members or employees as provided herein;

d. Purchase insurance to protect and hold personally harmless any current or former Governing Board Members, Steering Committee Members or employee and their successors from any action, claim, or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expenses connected with the defense, settlement, or monetary judgments from such actions, claims, or proceedings. The purchase of such insurance and its policy limits shall be discretionary with the Governing Board Members, and such insurance shall not be considered to be compensation to the insured individuals. The powers conferred by this subsection shall not be exclusive of any other powers conferred by law to purchase liability insurance; and

e. Sell assets for a consideration greater than their reasonable market value or acquisition costs, charge more for services than the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as such gain is not the object or purpose of the Authority's transactions or activities and is applied to or expended upon services, projects, and activities as aforesaid.

5. The Authority shall not issue shares of stock, pay dividends, make private distribution of assets, make loans to its Governing Board Members, Steering Committee Members or employees or otherwise engage in business for private gain.

6. The Authority shall have no power to issue negotiable bonds or notes.

ARTICLE VII

ORGANIZATION OF AUTHORITY

Section 1. Steering Committee. A Steering Committee shall be formed for the purposes of performing only the duties outlined within this Section.

a. **Steering Committee Composition.** The Steering Committee shall be composed of the following members:

- (i) the County Executive;
- (ii) one member of the County Council;
- (iii) the Seattle Mayor;
- (iv) one member of the Seattle City Council;

(v) one member shall be an elected official from a city other than Seattle that is a party to the Interlocal Agreement or, if no such city is a Party, who is an officer of the Board of Directors of the SCA;

(vi) one member shall be an elected official from a city other than Seattle that is a party to the Interlocal Agreement; provided, that at least twenty cities other than Seattle have signed the Interlocal Agreement; and

(vii) two members representing stakeholders who have experienced homelessness, which members shall be appointed by a continuum of care-created committee, group, or task force made up primarily of persons who have experienced homelessness.

b. Duties. The sole duties of the Steering Committee shall consist of:

(i) Confirm Governing Board Members as provided in this Charter;

(ii) Remove Governing Board Members for cause as provided in this Charter;

(iii) Confirm without amendment the Five-Year Plan(s) presented by the Governing Board;

(iv) Receive an annual performance report from the Governing Board; and

(v) Confirm without amendment the annual budget presented by the Governing Board that is consistent with the Five-Year Plan.

If the Steering Committee does not make the confirmations described above, it shall communicate the reasons for such decision to the Governing Board.

c. Organization. Members of the Steering Committee shall elect co-chairs from among its Members, each of which shall serve a two-year term.

d. Quorum. At all meetings of the Steering Committee, a quorum of the Steering Committee must be in attendance in order to do business on any issue. A quorum shall be defined as a majority of the Steering Committee Members in number, excluding any Steering Committee Member who has given notice of withdrawal or has been terminated as a member by vote of the Steering Committee.

e. Voting. All action of the Steering Committee shall require an affirmative vote of a simple majority of the Steering Committee Members voting on the issue.

Each individual Steering Committee Member shall be a voting member and shall have one vote. A Steering Committee Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed.

f. Term. The terms of the Seattle Mayor and the County Executive shall be co-terminus with their respective offices. The County Council and Seattle City Council shall determine which of its respective members shall serve on the Steering Committee and such members shall serve until replaced or until no longer a member of their respective Council. The Steering Committee Member(s) that are city elected officials from outside Seattle are appointed by the participating jurisdiction or the SCA, as applicable, and shall serve until replaced or until no longer eligible for appointment. The Steering Committee Members representing stakeholders who have experienced homelessness shall serve until replaced by their appointing authority.

Section 2. Governing Board of Directors. The management of all Authority affairs shall reside in a Board of Directors (also referred to as the “Governing Board”). The Governing Board of the Authority shall be composed of eleven Members and, commencing five years after establishment of the Authority, shall be a self-perpetuating board. Until such time, Governing Board Members shall be appointed as set forth in Section 2(c) below.

a. Board Member Characteristics. Governing Board Members shall be appointed so that the Governing Board as a whole satisfies the representational standards set forth in this subsection 2.a. When making appointments from time to time after the formation of the initial Governing Board, the then-current Governing Board Members shall assess the composition of the then-current Governing Board with regard to representative experience and backgrounds and the overall needs of the Authority.

The Governing Board shall be comprised of individuals who have connections to or experience with a broad range of stakeholders and communities, including but not limited to: the local business community; neighborhood and community associations; faith/religious groups; and the philanthropic community. A majority of the members of the Governing Board shall be persons whose combination of identity, personal experience, or professional expertise enables them to credibly represent the perspectives of, and be accountable to, marginalized demographic populations that are statistically disproportionately represented among people experiencing homelessness in King County. The Governing Board members shall strive to reflect a diversity of geographies in King County.

The Governing Board shall not include elected officials or employees of Seattle, the County, the Authority, or any Additional Party, nor employees, officials, agents or representatives of current contract holders or any entity that is likely to directly benefit from the actions of the Authority (except as set forth in Article VI, Section 4(b)).

b. Board Member Expertise and Skills. All Governing Board Members shall possess substantial and demonstrable expertise, experience and/or skill in one or more of the areas specified in this subsection 2.b. Individual members shall be appointed

so that each skill and expertise specified in this section is represented on the fully seated Governing Board.

- (i) implementation of policies and practices that promote racial-ethnic equity within an organization of similar size or responsibility to the Authority;
- (ii) fiscal oversight of entities with budgets of similar size to the Authority;
- (iii) direction or oversight of business operations and/or strategy of a large public or private entity or organization;
- (iv) affordable housing finance and/or development;
- (v) physical and/or behavioral healthcare;
- (vi) labor unions and workforce;
- (vii) Federal continuum of care program governance and operations and the ability to represent the perspectives of continuum of care membership;
- (viii) provision of services for persons experiencing homelessness or related social services with an emphasis on serving populations that are disproportionately represented amongst those experiencing homelessness;
- (ix) academic research on topics related to homelessness and/or data-based performance evaluation;
- (x) criminal justice; and
- (xi) other characteristics determined to be necessary by the Governing Board to carry out the purposes of the Authority.

c. Appointment Process.

(i) **Appointments for the First Five Years.** For the first five years of Authority existence, the Governing Board shall be comprised of eleven Members appointed as follows:

- (1) Two Members of the Governing Board shall be appointed by the Seattle Mayor, one to serve a four-year term and one to serve a five-year term;
- (2) Two Members of the Governing Board shall be appointed by the Seattle City Council, one to serve a three-year term and one to serve a four-year term;

(3) Two Members of the Governing Board shall be appointed by the County Executive, one to serve a three-year term and one to serve a four-year term;

(4) Two Members of the Governing Board shall be appointed by the County Council, one to serve a three-year term and one to serve a five-year term; and

(5) Three Members of the Governing Board shall be appointed by the two Members of the Steering Committee representing persons with Lived Experience of homelessness after soliciting and reviewing applications submitted or sponsored by persons with lived experience or organizations primarily composed of persons with lived experience of homelessness, one to serve a three-year term, one to serve a four-year term, and one to serve a five-year term.

Upon expiration of an initial three-year and four-year term position, the initial appointing entity or party shall appoint a subsequent member to serve in the expired position for a four-year term.

Members of the Steering Committee will bring multiple names of potential nominees and will confer about potential appointments to achieve the best cross-section of applicable skill sets and experiences of individuals as described above to ensure excellent governance of the Authority.

Appointments for Governing Board Members shall be transmitted to the Steering Committee for confirmation. In all cases, if an appointed Governing Board Member is not confirmed by the Steering Committee, an additional Board Member shall be appointed in the same manner by the same entity or party making the initial appointment.

(ii) **Subsequent Appointments.** Beginning with the fifth year after the creation of the Authority, the Governing Board shall commence transitioning to become a self-perpetuating board and shall be comprised of eleven Members appointed (upon expiration of the terms of existing Members) to four year terms as follows:

(1) Eight Members of the Governing Board shall be appointed by the then-current Governing Board; and

(2) Three Members of the Governing Board shall be appointed by the then-current Governing Board based on recommendations from a continuum of care-created committee, group, or task force made up primarily of persons who have experienced homelessness.

Appointments to the Governing Board shall be transmitted to the Steering Committee for confirmation. In all cases, if an appointed Governing Board Member is not confirmed by the Steering Committee, an additional Board Member shall be appointed in the same manner as the initial appointment.

d. Tenure of Governing Board Members. Governing Board Members shall continue in office until a successor is appointed and confirmed as provided herein. Successors shall serve four-year terms (or such shorter period, if appointed after the expiration of a term, so as to ensure the continuation of staggered Governing Board terms). Governing Board Members may serve no more than two successive complete terms.

e. Consecutive Absences. Any Governing Board Member who is absent for three consecutive regular meetings without excuse may, by resolution duly adopted by a majority vote of the then Governing Board Members and such action is concurred with by a majority of the Steering Committee, be deemed to have forfeited his or her position as Governing Board Member.

f. Removal of Governing Board Members. If it is determined by at least a majority of the Governing Board that a Governing Board Member should be removed with or without cause while serving in his or her capacity as a Governing Board Member and such action is concurred in by a majority of the Steering Committee, the Steering Committee may by resolution remove such Governing Board Member.

Removal of Governing Board Members pursuant to this Section shall be effective immediately unless otherwise provided in the resolution. Any successor shall be selected in the same manner as the appointment for the removed Governing Board Member and any successor shall hold office for the unexpired term.

g. Vacancy on Governing Board. A vacancy or vacancies on the Governing Board shall be deemed to exist in case of the death, disability, resignation, removal, or forfeiture of membership as provided herein. Vacancies during and at the expiration of the term of a Governing Board Member shall be filled for the unexpired term as soon as possible in the same manner as the appointment for the Board Member position vacated.

h. Duties of Governing Board. The Governing Board shall be responsible for the management of the Authority and shall provide strategic vision, community accountability and robust oversight for the Authority.

In addition to the powers and duties granted in other provisions of this Charter, the Governing Board shall:

- (i) Meet regularly as set forth in Article XIV, Section 4 of this Charter.
- (ii) Adopt a Five-Year Plan and transmit such Five-Year Plan to the Steering Committee for confirmation without amendment.

- (iii) Appoint Members to the Governing Board subject to confirmation by the Steering Committee.
- (iv) Adopt an annual performance report and transmit such report to the Steering Committee annually.
- (v) Adopt a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law) that is consistent with the Five-Year Plan and present such budget to the Steering Committee for confirmation without amendment.
- (vi) Adopt an annual work plan which includes a summary of projects and activities to be undertaken during the budget period.
- (vii) Implement the Five-Year Plan through setting policies and funding criteria, hiring staff to support the implementation of the Sub-Regional Planning component of the Five-Year Plan, contracting for services, making funding awards and doing all things necessary to oversee and carry out the implementation of programs and plans.
- (viii) Cause the Authority to carry out the duties in the Interlocal Agreement.

i. Actions Requiring Approval by Resolution. A general or particular authorization and concurrence of the Governing Board by resolution shall be necessary for any of the following transactions:

- (i) Transfer or conveyance of an interest in real estate, other than release of a lien or satisfaction of a mortgage after payment has been received, or the execution of a lease for a current term less than one (1) year;
- (ii) To the extent permitted by State law, donation of money, property or other assets belonging to the Authority;
- (iii) An action by Authority as a surety or guarantor;
- (iv) All capital expenditures in excess of \$50,000, and all other transactions in which:
 - (1) The consideration exchanged or received by the Authority exceeds \$50,000,
 - (2) The performance by the Authority shall extend over a period of one (1) year from the date of execution of an agreement therefor, or

- (3) The Authority assumes duties to the County, Seattle, State, United States or any other governmental entity;
- (v) Adoption of the operating budget;
- (vi) Proposed amendments to this Charter or the Bylaws;
- (vii) Such other transactions, duties, and responsibilities as this Charter shall repose in the Governing Board or require Governing Board participation by resolution;
- (viii) Annual endorsement of a set of principles and priorities; and
- (ix) Adoption of a Five-Year Plan.

j. Quorum of Governing Board. At all meetings of the Governing Board, a quorum of the Governing Board must be in attendance in order to do business on any issue. A quorum shall be defined as a majority of the Board Members in number, excluding any Board Member who has given notice of withdrawal or has been terminated as a member by vote of the Governing Board.

k. Voting Requirements. Each individual Governing Board Member shall be a voting member and shall have one vote. Any resolution shall require an affirmative vote of a majority of the Governing Board Members voting on the issue; provided, that such majority equals not less than one-third (1/3) of the Governing Board's total voting membership.

A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballot is allowed. Voting by a designated alternate pursuant to the terms of the Bylaws or policies of the Authority is not considered a vote by proxy.

Proposed amendments to this Charter and the adoption and amendment of Bylaws shall require an affirmative vote of two-thirds (2/3) of the then-current members of the Governing Board.

l. Equity Decision Making. The Authority shall advance equity and social justice in its processes, policies, and outcomes by proactively seeking to eliminate racial-ethnic disproportionalities in the population experiencing homelessness and to eliminate disparities in outcomes for people experiencing homelessness by addressing structural racism, ableism, homophobia, transphobia, misogyny and other sources of inequities. The Authority shall establish and operate under an equity-based decision-making framework to inform its policy, business process, and funding decisions. This equity-based decision-making framework shall provide for inclusion of Customers of the service system in decisions that will affect them; specify a framework for examining policy, business process, and funding decisions with an explicit equity and racial justice analysis; and shall establish processes to measure, evaluate, and respond to the impact of its decision-making

on its goals of advancing equity. This framework shall be informed by people with Lived Experience and be approved by the Governing Board of the Authority.

Section 3. Right to Indemnification.

Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Steering Committee Member, Governing Board Member or employee of the Authority, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee, or agent, or in any other capacity, shall be indemnified and held harmless by the Authority to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorneys' fees, judgments, fines and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be in such position and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in this section, with respect to proceedings seeking to enforce rights to indemnification, the Authority shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Governing Board; provided, further, the right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Authority the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Authority of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section or otherwise.

Provided, further, that the foregoing indemnity may not apply, at the discretion of the Authority, to any person from or on account of:

- a.** Acts or omissions of such person finally adjudged to be reckless misconduct, intentional misconduct or a knowing violation of law; or
- b.** Any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which such person was not legally entitled.

If a claim under this Section is not paid in full by the Authority within sixty (60) days after a written claim has been received by the Authority, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Authority to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Section upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been

tendered to the Authority), and thereafter the Authority shall have the burden of proof to overcome the presumption that the claimant is so entitled. Neither the failure of the Authority (including the Governing Board or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper nor a determination by the Authority (including its Governing Board Members, Steering Committee Members or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

The right of indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Charter, Bylaws, any agreement, or otherwise.

The Authority shall maintain in full force and effect public liability insurance in an amount sufficient to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to projects and activities of the Authority and its Governing Board Members, Steering Committee Members, staff and employees.

Section 4. Conduct; Code of Ethics.

Steering Committee Members, Governing Board Members and employees of the Authority shall conduct themselves in accordance with all applicable laws, including but not limited to, chapter 42.23 RCW (the “Code of Ethics for Municipal Officers”), chapter 42.30 RCW (the “Open Public Meetings Act”), and the provisions of the Enabling Ordinance, the Interlocal Agreement, this Charter, and policies of the Authority.

All letters, memoranda and electronic communications or information (including email) that relate to conduct of the Authority or the performance of any Authority function may be public records subject to disclosure under chapter 42.56 RCW (the “Washington Public Records Act”). In the event that the Authority or any Steering Committee or Governing Board Member receives a request for such records, the Steering Committee or Governing Board Member or other request recipient shall immediately provide the request to the public records officer of the Authority, and assist the public records officer in responding to the request.

Steering Committee and Governing Board Members shall respect the confidentiality requirements regarding personnel, real estate transactions, proprietary matters, and attorney-client privileged communications, including those requirements listed herein and any other confidential information that is gained through the Member’s position. The Authority, rather than any individual Member, is the holder of these privileges and protections and only the Authority may elect to waive any such privileges or protections.

Any Steering Committee Member, Governing Board Member or employee who has an actual or potential interest, or whose immediate family member (spouse, partner, child, sibling, or parent) has an interest, in any matter before the Governing Board that would tend to prejudice his or her actions shall so publicly indicate according to the policies and procedures of the Authority. In

such case any such Member shall recuse and refrain from voting upon and any manner of participation with respect to the matter in question so as to avoid any actual or potential conflict of interest. This requirement shall be in addition to all requirements under the Code of Ethics for Municipal Officers.

Steering Committee and Governing Board Members and employees of the Authority shall each submit an annual disclosure statement that requires the disclosure of any ownership or property or employment/affiliation with any party contracting with the Authority or providing services with the Authority. Any Steering Committee and Governing Board Member with such ownership interest, employment or affiliation shall recuse him or herself from participating in discussions, deliberations, preliminary negotiations, and votes if such property or employment/affiliation is directly benefiting from such action.

Notwithstanding anything herein or in the Enabling Ordinance or Interlocal Agreement to the contrary, the prohibition on conflicts of interest shall not apply to or otherwise prohibit a Steering Committee or Governing Board Member from serving on the respective Board or voting on matters if such Member receives generally the same interest or benefits as are being made available or provided to a group or class of low-income, homeless or formerly homeless persons intended to be the beneficiaries of the services provided by or through the Authority. To ensure a diversity of representation on the Governing Board, nothing herein shall prevent a Governing Board member for whom Governing Board service may be a financial hardship from receiving a stipend for Governing Board service consistent with the stipend policies of similarly situated public and nonprofit boards.

ARTICLE VIII

OFFICERS OF AUTHORITY; STAFFING

Section 1. Tenure of Officers.

The Governing Board Members shall elect from among themselves the following Authority officers: Chairperson and Vice Chairperson. The Governing Board Members may also elect a Treasurer and Secretary which may be Governing Board Members or employees or contracted staff of the Authority. In all cases the Chairperson and the Treasurer may not be the same person, and the Chairperson and the Vice Chairperson may not be the same person. The term of any officer shall expire at such time as such officer's membership on the Governing Board ceases or terminates, or at such sooner time as the term of office expires and the office has been filled by appointment or reappointment. The Authority may, under Article X of this Charter, adopt Bylaws providing for additional officers, and, to the extent not inconsistent with this Charter, may adopt Bylaws governing the offices and tenure of officers; the number of positions, powers and duties, and term of each office; the manner of appointment, selection, or election of office holders and the appointing, selecting, or electing authority; performance of duties of the office upon illness, death, incapacity, or absence of the officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers. Nothing prevents the Governing Board from appointing Co-Chairpersons, or combining the offices of Chairperson and Vice Chairperson into co-chairs.

Section 2. Duties of Officers.

Subject to the control of the Governing Board, the Chairperson shall have general supervision, direction and control of the business and affairs of the Authority. On matters decided by the Authority, the signature of the Chairperson alone is sufficient to bind the corporation. The Vice-Chairperson shall perform the duties of the Chairperson without further authorization in the event the Chairperson is unable to perform the duties of the office due to absence, illness, death, or other incapacity, and shall discharge such other duties as pertain to the office as prescribed by the Governing Board. To the extent not provided herein, the officers of the Authority shall have the duties as set forth in the Bylaws.

Section 3. Incapacity of Officers.

If the Treasurer or the Chairperson is incapacitated, another officer as provided for in the Bylaws shall be authorized to perform such duties without further authorization. The Treasurer is not authorized to perform the duties of the Chairperson, nor is the Chairperson authorized to perform the duties of the Treasurer.

Section 4. Advisory Committee; Committees.

The Governing Board shall empower a Continuum of Care Board created pursuant to 24 CFR Part 578 or its successor regulation to act as an Advisory Committee or establish an Advisory Committee to serve in an advisory capacity to the Governing Board and to provide a broad array of perspectives, which members of the Advisory Committee shall be appointed by the Governing Board. The Advisory Committee shall be comprised of individuals with experience related to preventing and ending homelessness, including but not limited to: persons currently experiencing homelessness, populations disproportionately impacted by homelessness, homelessness services providers, business, healthcare, labor and/or workforce, homeless housing and services, behavioral health services, criminal justice system, child welfare and data evaluation.

The Governing Board may create additional committees and appoint individuals to such committees as set forth in the Bylaws or policies approved by the Governing Board.

Section 5. Executive Director.

The Governing Board may appoint, designate, employ, and remove an Executive Director of the Authority. The Executive Director shall be responsible for hiring other personnel as determined to be needed to carry out the Authority duties. The Executive Director shall be responsible to the Governing Board for the administration of the affairs of the Authority as may be authorized from time to time by resolution of the Governing Board. The Executive Director may be authorized or delegated by the Authority to: (i) supervise and be responsible for the effective management of the administrative affairs of the Authority; (ii) sign documents and contracts on behalf of the Authority; and (iii) perform such other duties as delegated or assigned by the Governing Board.

Section 6. Office of the Ombuds.

The Governing Board shall create an office of the Ombuds (“Office of the Ombuds”) to promote Customer, employee and public confidence in the Authority’s ability to effectively, efficiently and equitably serve people experiencing homelessness. The Office of the Ombuds shall gather Customer feedback to improve the Authority’s operations and outcomes; ensure ease of contact for Customers and provide appropriate resources to resolve their concerns; implement strategies to collect, investigate, and respond to complaints and concerns about the delivery of services, policies, program administration, or other activities overseen or funded by the Authority; receive complaints from employees and contractors; develop methods to respond to complaints or concerns in an equitable, impartial, and efficient manner; and be authorized to investigate complaints and issue findings, collect and analyze aggregate complaints data, and partner with Authority leadership, the Governing Board, employees and Customers to design and recommend improvements in services, funding or oversight. The Office of the Ombuds shall report to the Governing Board on trends in Customer and employee feedback and activities undertaken in response to that feedback no less than twice per year.

ARTICLE IX

COMMENCEMENT OF AUTHORITY

The Authority shall come into existence and be authorized to take action at such time as this Charter is approved by the County Council, the initial Governing Board is appointed and confirmed as provided herein, and the first organizational meeting of the initial Governing Board is held.

ARTICLE X

BYLAWS

The Authority may adopt Bylaws from time to time to provide rules for governing the Authority and its activities that are not inconsistent with this Charter.

ARTICLE XI

MEETINGS OF THE AUTHORITY

Section 1. Time and Place of Meetings.

a. Meetings of the Steering Committee. Regular meetings of the Steering Committee shall be held at least two times per year at a regular time and place to be determined by the Steering Committee by resolution. No later than the last regular meeting of the calendar year, the Steering Committee shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is

provided below. At any regular meeting of the Steering Committee, any business may be transacted and the Steering Committee may exercise all of its powers. Special meetings of the Steering Committee may be held from time to time as authorized by law.

b. Meetings of the Governing Board. Regular meetings of the Governing Board shall be held at least six times per year at a regular time and place to be determined by the Governing Board by resolution. No later than the last regular meeting of the calendar year, the Governing Board shall adopt a resolution specifying the date, time and place of regular meetings for the upcoming calendar year. A copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below. At any regular meeting of the Governing Board, any business may be transacted and the Governing Board may exercise all of its powers. Special meetings of the Governing Board may be held from time to time as authorized by law.

Section 2. Notice of Regular Meetings.

No notice of regular meetings shall be required, except for the first regular meeting after any change in the time or place of such meeting adopted by resolution of the Governing Board or the Steering Committee, as applicable, as provided above. If the regular meeting schedule is to be changed by resolution, a copy of the resolution shall be distributed in the same manner as notice of special meetings is provided pursuant to Section 3 below.

Section 3. Notice of Special Meetings.

Notice of all special meetings of the Steering Committee and/or the Governing Board shall be given by the Chairperson of the respective Board or by the person or persons calling the special meeting in accordance with RCW 42.30.080 by delivering personally, by electronic mail or by mail written notice at least 24 hours prior to the time of the meeting to each applicable Member, to each local newspaper of general circulation and to each radio or television station that has requested notice and to any other individual specifically requesting it in writing. The call and notice of all special meetings shall specify the time and place of all special meetings and the business to be transacted.

Section 4. Waiver of Notice.

Notice as provided herein may be dispensed with as to any Steering Committee Member or Governing Board Member, as applicable, who at or prior to the time the meeting convenes files with the Authority a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

Section 5. Notice of Meetings.

Notice of all meetings of the Governing Board and the Steering Committee shall be provided as required under chapter 42.30 RCW. Agendas of all meetings shall be posted or provided to the extent required by RCW 42.30.077. Notice of all meetings and proposed agendas of all meetings of the Governing Board and the Steering Committee shall also be given to the Seattle City Clerk of Seattle and any Additional Party and to the County Clerk of the County. In addition, the Authority shall provide reasonable notice of meetings to any individual specifically requesting it in writing.

Section 6. Open Public Meetings.

All Governing Board and the Steering Committee meetings, including committee meetings, shall be open to the public if and to the extent required by chapter 42.30 RCW. The Governing Board and the Steering Committee and committees may hold executive sessions to consider matters enumerated in chapter 42.30 RCW or matters as authorized by law.

Section 7. Telephonic Participation

Governing Board and the Steering Committee Members may participate in a regular or special meeting of the applicable Board through the use of any means of communication by which all attending Members and members of the public participating in such meeting can hear each other during the meeting. Any Member participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

Section 8. Parliamentary Authority.

The rules in the current edition of Robert's Rules of Order Newly Revised, 11th Edition, shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with this Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 9. Minutes.

Copies of the minutes of all regular or special meetings of the Governing Board and the Steering Committee shall be available to any person or organization that requests them. The minutes of all Governing Board and the Steering Committee meetings shall include a record of individual votes on all matters requiring Governing Board and the Steering Committee approval.

ARTICLE XII

CONSTITUENCY

There shall be no constituency of the Authority.

ARTICLE XIII

AMENDMENTS TO CHARTER

This Charter may be amended by the County Council to comply with changes in State law with prior notice to the Seattle City Council and any other executive and legislative branch of Additional Parties to the Interlocal Agreement or to make this Charter consistent with the provisions of the Enabling Ordinance as it may be amended from time to time. Such amendments shall be provided to the Governing Board at least thirty (30) days prior to the effective date of the proposed amendment. Amendments to make this Charter consistent with the provisions of the Enabling Ordinance will not require approval by the Governing Board, County Council, Seattle City Council or any other executive and legislative branch of Additional Parties to the Interlocal Agreement. Notice of any proposed amendment shall include the text of the amendment presented in a format with strikes over material to be deleted and underlining under new material and shall be accompanied by a statement of its purpose and effect.

This Charter may also be amended by resolution of the Governing Board and upon the affirming vote of the County Council and Seattle City Council, with the concurrence of any Additional Parties no later than 60 days after the later of the Seattle City Council or County Council affirming vote; provided, that if an Additional Party has not acted within 60 days of such date, such Additional Party shall be deemed to have concurred.

Resolutions of the Governing Board approving proposed amendments to this Charter require an affirmative vote of Board Members as provided in Article VII, Section 2(k) of this Charter.

All amendments shall be issued in duplicate originals, each signed by the County Executive, at which time such amendment of this Charter shall be effective. One original shall be filed by the County Clerk as a public record. A duplicate original shall be delivered to the Authority.

ARTICLE XIV

MISCELLANEOUS

Section 1. Geographic Limitation.

The Authority may conduct activities outside of the County, subject, however, to the applicable limitations set forth in RCW 35.21.740. Pursuant to the Interlocal Agreement, the County, Seattle and each Additional Party expressly authorized the Authority to conduct activities in each of their respective jurisdictional boundaries.

Section 2. Safeguarding of Funds.

The Authority funds shall be deposited in a qualified public depository as required by law. The Governing Board may by resolution designate the County as the fiscal agent and/or interim Treasurer of the Authority with the authority to hold and invest funds on the Authority's behalf and make payments for approved expenditures.

Section 3. Public Records.

The Authority shall maintain all of its records in a manner consistent with the Preservation and Destruction of Public Records Act, chapter 40.14 RCW. The public shall have access to records and information of the Authority to the extent as may be required by applicable laws. All costs associated with complying with the Public Records Act, chapter 42.56 RCW, shall be borne by the Authority.

Section 4. Reports and Information; Audits.

Within nine months after the end of the Authority's fiscal year, the Authority shall file an annual report with the Finance Directors of the County, Seattle, and any Additional Party containing an audited statement of assets and liabilities, income and expenditures and changes in the Authority's financial position during the previous year (or unaudited information if an audit is not yet available, to be promptly followed by audited information); a summary of significant accomplishments; a list of depositories used; a projected operating budget (which may be an annual budget, a biennial budget or other form as authorized by State law); a summary of projects and activities to be undertaken during the budget period; and a list of members and officers of the Governing Board.

The Authority shall be subject to annual audit by the State Auditor, and by Seattle and the County at the option of each. The Authority shall, at any time during normal business hours make available to the County Executive, the County Council, the Seattle Mayor, the Seattle City Council, the mayor and council of any Additional Party, and the State Auditor for examination all of the Authority's financial records.

Section 5. Dissolution.

Dissolution proceedings may be initiated by the County Council on its own motion, by request of the Seattle City Council or the council of an Additional Party or, if the Governing Board makes an affirmative finding that dissolution is necessary or appropriate, the Governing Board may adopt a resolution requesting the County to dissolve the Authority.

In all cases, dissolution of the Authority requires an affirmative finding of the County Council and Seattle City Council that dissolution is warranted, with the concurrence of any Additional Parties. The County Council and the Seattle City Council shall make such affirmative finding in a resolution at or after the County Council and the Seattle City Council each holds a public hearing, held with notice to the Authority and affording the Authority a reasonable opportunity

to be heard and present evidence. Notice of such public hearing shall be given to the Authority at least thirty (30) days prior to the hearing.

Notwithstanding foregoing or anything to the contrary in this Charter, written notice of any intended dissolution of the Authority, the reasons thereof, and the succession plan shall be provided to the Executive Director of the Authority and the Governing Board at least six months prior to the effective date of any such dissolution. Dissolution shall not take effect until proper provision has been made for disposition of all the Authority assets and liabilities.

Upon adoption of above-referenced resolutions for dissolution of the Authority, the Governing Board of the Authority shall, by resolution, approve a dissolution statement setting forth:

- (i) The name and principal office of the Authority;
- (ii) A list of the debts, obligations and liabilities of the Authority, and the property and assets available to satisfy the same; the provisions to be made for satisfaction of outstanding liabilities and performance of contracts; and the estimated time for completion of its dissolution;
- (iii) A list of any pending litigation or contingent liabilities;
- (iv) A request for the rights, property and assets of the Authority to be transferred to its successor agency, or if there is no successor agency, to the County, Seattle and any Additional Party contributing funds, rights, property and/or assets to the Authority, in the manner and as determined by agreement of such parties; and
- (v) A list of persons to be notified upon completion of the dissolution.

The dissolution statement shall be filed with the County Executive, the Seattle Mayor and the mayor of any Additional Party. The County Executive, the Seattle Mayor and the mayor of any Additional Party shall appoint a person or party to review the dissolution statement and oversee the dissolution to protect the public interest and prevent impairment of obligation, or if so authorized by law, authorize or initiate proceedings in the Superior Court for the appointment and supervision of a receiver for such purposes.

Upon satisfactory completion of dissolution proceedings, the County shall indicate such dissolution by inscription of "charter cancelled" on this Charter, and file such cancelled Charter with the County Council with a duplicate original to the Authority. At such point the existence of the Authority shall cease. The County shall give notice of such dissolution pursuant to Washington State law and to other persons requested by the Authority in its dissolution statement.

The County, trustee or court may provide for the transfer of any of the Authority rights, assets or property to a qualified entity or entities to fulfill the purposes for which the Authority was chartered.

Section 6. Nondiscrimination.

The Authority, its employees, agents and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to Seattle by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

Specifically, except as allowed by law, the following matters or activities shall not be directly or indirectly based upon or limited by age, sex, marital status, sexual orientation, race, creed, color, national origin, religion, pregnancy, gender, gender identify or expression, genetic information, domestic violence victimization, veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained service animal by a person with a disability:

1. Membership on the Governing Board
2. Employment, including solicitation or advertisements for employees.
3. Provisions of services to and contracts with the public.

Section 7. Labor Disputes.

Because labor disputes can lead to work stoppages or adversely impact the ability of the Authority to achieve desired outcomes, Seattle and the County have agreed and acknowledged in the Interlocal Agreement that they have an interest in ensuring that the Authority's operations and progress are not interrupted or interfered with by work stoppages or other labor disputes. Accordingly, Seattle and the County have agreed, which is hereby confirmed in this Charter, that the Authority and entities that contract with the Authority are required to adhere to labor laws, commit to promoting labor harmony, and take reasonable measures to avoid any work stoppages or labor disputes in their operations.

Section 8. Nonexclusive Charter.

This Charter is nonexclusive and does not preclude the granting by Seattle or County of other charters to establish additional public corporations pursuant to Seattle or County ordinance or resolution.

This Charter is APPROVED this ____ day of _____, ____.

County Executive, King County

ATTEST:

[County Prosecuting Attorney]

AGREED TO AND ACCEPTED BY:

Mayor, City of Seattle

ATTEST:

City Clerk